

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA (PHILADELPHIA)**

WALTER GOMEZ

AND

JUAN MANUEL VALDIVIEZO

AND

MARIA LAURA VALDIVIEZO

AND

JUWALAU LLC

Plaintiffs,

v.

ABC CAPITAL INVESTMENTS, LLC

305 N. 3rd Street

Philadelphia, PA 19122

AND

ABC CAPITAL RE LTD.

1218 N. Marshall Street

Philadelphia, PA 19122

AND

ABC CAPITAL RE

1218 N. Marshall Street

Philadelphia, PA 19122

AND

ABC CAPITAL MIAMI LLC

175 SW 7th Street, No. 2110

Miami, Florida 33130

AND

No.:

**JURY TRIAL OF TWELVE (12)
JURORS DEMANDED.**

ABC CAPITAL BALTIMORE, LLC
518 S. Conkling St., 4th Fl.
Baltimore, MD 21224

AND

**ABC MANAGEMENT –
BALTIMORE, LLC**
100 International Drive, Fl. 23.
Baltimore, MD 21202

AND

ABC CAPITAL FINANCE, LLC
1218 N. Marshall Street
Philadelphia, PA 19122

AND

ABC CAPITAL HOLDINGS, LLC
1218 N. Marshall Street
Philadelphia, PA 19122

AND

ABC CAPITAL INCOME FUND, LLC
1218 N. Marshall Street
Philadelphia, PA 19122

AND

ABC CAPITAL REALTY, LLC
1218 N. Marshall Street
Philadelphia, PA 19122

AND

ABC HORIZONS, LLC
3604 Eastern Avenue, 1st Fl.
Baltimore, MD 21224

AND

HORIZON II, LLC
1218 N. Marshall Street
Philadelphia, PA 19122

AND

PHILLY METRO BUILDERS, LLC

4235 Main Street
Philadelphia, PA 19127

AND

**MD FIRST CONSTRUCTION
COMPANY, LLC**

1218 N. Marshall Street
Philadelphia, PA 19122

AND

IPP USA, LLC

1714 Memphis St., Ste. C-8
Philadelphia, PA 19125

AND

IPP-BALTIMORE, LLC

100 International Dr., 23rd Fl.
Baltimore, MD 21202

AND

IPP INVESTMENTS, LLC

C/O JACOB M. RAPPAPORT
A Registered Agent
502 Washington Avenue, 8th Fl.
Towson, MD 21204

AND

AGL CAPITAL INVESTMENTS, LLC

1218 North Marshall Street
Philadelphia PA 19122

AND

STATESIDE-PHILLY, LLC

C/O M. Burr Keim Co.
2021 Arch St.
Philadelphia, PA 19103

AND

477 MANAGEMENT, LLC

175 SW 7th Street, No. 1508

Miami, Florida 33130

AND

477 INTERNATIONAL REALTY, LLC

175 SW 7th Street, No. 1508

Miami, Florida 33130

AND

MIAMI LIFE REALTY, LLC

2320 Hollywood Blvd

Hollywood FL, 33020

AND

JORGE KUPFERMAN

2320 Hollywood Blvd

Hollywood FL, 33020

AND

NATALIA BENDERSKY

2320 Hollywood Blvd

Hollywood FL, 33020

AND

RICARDO SCATTOLINI

175 SW 7th Street, No. 1508

Miami, Florida 33130

AND

FLORENCIA MELENDEZ

175 SW 7th Street, No. 1508

Miami, Florida 33130

AND

JASON "JAY" WALSH

305 N. 3rd Street
Philadelphia, PA 19122

AND

AMIR VANA
305 N. 3rd Street
Philadelphia, PA 19122

AND

YARON ZER
305 N. 3rd Street
Philadelphia, PA 19122

AND

PETER BROOKS
305 N. 3rd Street
Philadelphia, PA 19122

AND

ROMINA ACCARDO
305 N. 3rd Street
Philadelphia, PA 19122

AND

JOHN DOES 1-10

Defendants.

CIVIL ACTION COMPLAINT

I. INTRODUCTION

1. Plaintiffs, Walter Gomez, Juan Manuel Valdiviezo, María Laura Valdiviez, and Juwalau LLC, bring this action against a variety of businesses and individuals that, in conjunction with

one another, operated as a corrupt organization under the Racketeer Influenced and Corrupt Organizations Act in a sophisticated ponzi scheme¹.

2. The RICO Enterprise marketed itself, almost exclusively to foreign investors who spoke English as a second language, as a “one-stop”, “hands-off” solution to invest in “income-producing properties”, i.e. rental properties located in Miami, Baltimore, Detroit, and/or Philadelphia.

3. The RICO Enterprise represented to investors that in exchange for the amount paid for each rental property, the investor would receive one or more fully-renovated, rental properties that would be exclusively managed by the RICO Enterprise.

4. In fact, the RICO Enterprise guaranteed the rental income for the first twenty-four months of ownership and even offered an “rental assurance” package that would be purchased annually to guarantee rental income in subsequent years.

5. Plaintiffs invested approximately \$109,375 for the purchase of a residential property, which included approximately \$73,500 for the full renovation of the property.

6. However, in reality, the RICO Enterprise would use the funds that were designated to fully-renovate the properties to pay prior investors the prior investors’ guaranteed rental income, as well as line their own pockets. The RICO Enterprise intentionally failed to perform any of the renovations that investors, including Plaintiffs, paid for in full.

7. In 2020, it is believed and therefore averred that the RICO Enterprise’s pyramid began to tumble following a thirty-three-plaintiff lawsuit, filed in December 2019, alleging a RICO-count

¹ All Defendant entities and individuals named herein are believed and therefore averred to be members of the RICO Enterprise.

(EDPA No. 19-6116) causing the RICO Enterprise to be unable to make the guaranteed rental income payments to its victims, including Plaintiffs.

8. Plaintiffs discovered that the RICO Enterprise failed to make any renovations to property and had absconded with the approximately \$73,500 Plaintiffs paid to the RICO Enterprise for the renovations.

9. Further, the RICO Enterprise failed to pay Plaintiffs guaranteed rental income totaling approximately \$17,887.50.

10. Plaintiffs bring the RICO claim, as well as a number of state law claims, for the fraudulent and wrongful conduct of the RICO Enterprise.

II. JURISDICTION & VENUE

11. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.

12. This Honorable Court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331 as this matter involves a federal question, as well as pursuant to 18 U.S.C. §§ 1961-1968 for violations of the Racketeer Influenced and Corrupt Organizations Act (“RICO”) as Defendants have, directly and/or indirectly, made use of the means and/or instrumentalities of interstate commerce in connection with the transactions, acts, practices and courses of business alleged herein.

13. This Honorable Court has supplemental jurisdiction over Plaintiffs’ state law claims pursuant to 28 U.S.C. § 1367.

14. Venue is proper in this District as (i) certain real property that is the subject of the transactions, acts, practices and courses of business alleged herein is situated within this District; (ii) one or more defendants reside within this District; and (iii) one or more of the transactions, acts, practices and courses of business alleged herein occurred within this District.

15. All Defendants performed substantial business within this District, as described herein, thereby knowingly subjecting themselves to the jurisdiction of this Honorable Court.

III. PARTIES

16. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.

17. Plaintiff, Walter Gomez, is an adult individual who may be contacted through undersigned counsel. At all material times, Plaintiff, Walter Gomez is the co-owner of Plaintiff, Juwalau LLC.

18. Plaintiff, Juan Manuel Valdiviezo, is an adult individual who may be contacted through undersigned counsel. At all material times, Plaintiff, Juan Manuel Valdiviezo is the co-owner of Plaintiff, Juwalau LLC.

19. Plaintiff, María Laura Valdiviez, is an adult individual who may be contacted through undersigned counsel. At all material times, Plaintiff, María Laura Valdiviez is the co-owner of Plaintiff, Juwalau LLC.

20. Plaintiff, Juwalau LLC a limited liability company existing by virtue of and operating under the laws of the State of Maryland, with its primary place of business at the above-captioned address.

21. Defendant, ABC Capital Investments, LLC is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

22. Defendant, ABC Capital RE LTD is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

23. Defendant, ABC Capital RE is, upon information and belief, a limited liability company with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

24. Defendant, ABC Capital Miami, LLC is a limited liability company existing by virtue of and operating under the laws of the State of Florida, with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

25. Defendant, ABC Capital Baltimore, LLC is a limited liability company existing by virtue of and operating under the laws of the State of Maryland, with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

26. Defendant, ABC Management - Baltimore, LLC is a limited liability company existing by virtue of and operating under the laws of the State of Maryland, with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

27. Defendant, ABC Capital Finance, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

28. Defendant, ABC Capital Holdings, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

29. Defendant, ABC Capital Income Fund, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

30. Defendant, ABC Capital Realty, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

31. Defendant, ABC Horizons, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

32. Defendant, Horizons II, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

33. Defendant, Philly Metro Builders, LLC, formerly known and registered as Home Cash 1031, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

34. Defendant, MD First Construction Company, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with a registered agent at the above-captioned address and is a member of the RICO Enterprise.

35. Defendant, IPP USA, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

36. Defendant, IPP-Baltimore, LLC is a limited liability company existing by virtue of and operating under the laws of the State of Maryland, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

37. Defendant, IPP Investments, LLC is a limited liability company existing by virtue of and operating under the laws of the State of Maryland, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

38. Defendant, AGL Capital Investments, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

39. Defendant, Stateside-Philly, LLC, is a limited liability company existing by virtue of and operating under the laws of the Commonwealth of Pennsylvania, with its primary place of business believed to be at the above-captioned address and is a member of the RICO Enterprise.

40. Defendant, 477 Management, LLC, is a limited liability company existing by virtue of and operating under the laws of the State of Florida, with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

41. Defendant, 477 International Realty, LLC, is a limited liability company existing by virtue of and operating under the laws of the State of Florida, with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

42. Defendant, Miami Life Realty, LLC, is a limited liability company existing by virtue of and operating under the laws of the State of Florida, with its primary place of business at the above-captioned address and is a member of the RICO Enterprise.

43. Defendant, Jorge Kupferman is an adult individual with a primary workplace at the above-captioned address and is a member of the RICO Enterprise. Defendant, Jorge Kupferman is an employee and officer of Defendant, Miami Life Realty, LLC, specifically the President, and

an agent of the RICO Enterprise and is named herein due to his personal involvement in fraudulent, deceptive, and/or corrupt representations to and communications with Plaintiffs.

44. Defendant, Natalia Bendersky is an adult individual with a primary workplace at the above-captioned address and is a member of the RICO Enterprise. Defendant, Natalia Bendersky is an employee of Defendant, Miami Life Realty, LLC and an agent of the RICO Enterprise and is named herein due to her personal involvement in fraudulent, deceptive, and/or corrupt representations to and communications with Plaintiffs.

45. Defendant, Ricardo Scattolini is an adult individual with a primary workplace at the above-captioned address and is a member of the RICO Enterprise. Defendant, Ricardo Scattolini is an employee of Defendant, ABC Capital Miami, LLC, specifically the Vice Present of Sales and Operations, and an agent of the RICO Enterprise and is named herein due to his personal involvement in fraudulent, deceptive, and/or corrupt representations to and communications with Plaintiffs.

46. Defendant, Florencia Melendez is an adult individual with a primary workplace at the above-captioned address and is a member of the RICO Enterprise. Defendant, Florencia Melendez is an employee of Defendant, ABC Capital Miami, LLC, responsible for property management and renovations, and an agent of the RICO Enterprise and is named herein due to her personal involvement in fraudulent, deceptive, and/or corrupt representations to and communications with Plaintiffs.

47. Defendant, Jason “Jay” Walsh is an adult individual with a primary workplace at the above-captioned address and is a member of the RICO Enterprise. As Defendant, Jason “Jay” Walsh was the “Co-Founder” of Defendant, ABC Capital Investments, LLC, the original “ABC”

entity, it is believed and therefore averred that Defendant, Jason “Jay” Walsh is personally knowledgeable of the “pattern of racketeering activities” described herein.

48. Defendant, Amir Vana is an adult individual with a primary workplace at the above-captioned address and is a member of the RICO Enterprise. As Defendant, Amir Vana was the “Co-Founder” of Defendant, ABC Capital Investments, LLC, the original “ABC” entity, it is believed and therefore averred that Defendant, Amir Vana is personally knowledgeable of the “pattern of racketeering activities” described herein.

49. Defendant, Yaron Zer is an adult individual with a primary workplace at the above-captioned address and is a member of the RICO Enterprise. As Defendant, Yaron Zer was the “Co-Founder” of Defendant, ABC Capital Investments, LLC, the original “ABC” entity, it is believed and therefore averred that Defendant, Yaron Zer is personally knowledgeable of the “pattern of racketeering activities” described herein.

50. Defendant, Peter Brooks is an adult individual with a primary workplace at the above-captioned address and is a member of the RICO Enterprise. Defendant, Peter Brook is an employee of Defendant, ABC Management – Baltimore, LLC, and an agent of the RICO Enterprise and is personally knowledgeable of the “pattern of racketeering activities” described herein.

51. Defendant, Romina Accardo is an adult individual with a primary workplace at the above-captioned address and is a member of the RICO Enterprise. Defendant, Peter Brook is an employee of Defendant, ABC Capital Miami, LLC, and an agent of the RICO Enterprise and is named herein due to her personal involvement in fraudulent, deceptive, and/or corrupt representations to and communications with Plaintiffs.

52. Defendants, John Does 1-10, is a moniker/fictitious name for individuals and entities currently unknown but will be substituted when known, as affiliated, associated or liable hereunder for the reasons set forth below or inferred therefrom. Each of these parties are incorporated as Defendants in each and every count and averment listed above and below. Upon information and belief, Defendants, John Does, were agents, servants, workmen, employees, affiliates, and/or co-conspirators of Co-Defendant(s) and/or members of the RICO Enterprise, liable to Plaintiffs hereunder.

53. The term “RICO Enterprise” herein will refer collectively to Defendants, ABC Capital Investments, LLC, ABC Capital RE LTD, ABC Capital RE, ABC Capital Miami, LLC, ABC Capital Baltimore, LLC, ABC Management - Baltimore, LLC, ABC Capital Finance, LLC, ABC Capital Holdings, LLC, ABC Capital Income Fund, LLC, ABC Capital Realty, LLC, ABC Horizons, LLC, Horizons II, LLC, Philly Metro Builders, LLC, MD First Construction Company, LLC, IPP USA, LLC, IPP-Baltimore, LLC, IPP Investments, LLC, AGL Capital Investments, LLC, Stateside-Philly, LLC, 477 Management, LLC, 477 International Realty, LLC, Miami Life Realty, LLC, as well as Individual-Defendants, Jorge Kupferman, Natalia Bendersky, Ricardo Scattolini, Florencia Melendez, Jason “Jay” Walsh, Amir Vana, Yaron Zer, Peter Brooks, Romina Accardo, and John Does 1-10.

IV. OPERATIVE FACTS

54. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.

THE RECRUITMENT OF INVESTORS

55. In or around 2020, Plaintiffs learned of a guaranteed investment opportunity from Defendants, Jorge Kupferman and Natalia Bendersky of Defendant, Miami Life Realty, LLC involving “Income Producing Properties” in which the investment manager would provide

guaranteed annual returns on investments in excess of ten percent (10%) per year for the first two years.

56. Defendants, Jorge Kupferman and Natalia Bendersky represented to Plaintiffs that they were a “one-stop shop” for a guaranteed investment opportunity through “income-producing properties”, i.e. rental properties.

57. Defendants, Jorge Kupferman and Natalia Bendersky then introduced Plaintiffs to Defendants, Ricardo Scattolini and Romina Accardo.

58. Defendant, Ricardo Scattolini communicated with Plaintiffs via a 477 International Realty, LLC email address.

59. Defendant, Romina Accardo communicated with Plaintiffs via an ABC Capital email address.

THE INITIAL REPRESENTATIONS

60. Defendants, Jorge Kupferman and Natalia Bendersky represented to Plaintiffs that they had perfected a process in which it:

- a. would select and coordinate the purchase of a to-be-agreed-upon number of properties for the investor;
- b. coordinate a full renovation of the properties, including roofing, plumbing, electrical, with new appliances, including water heater and boiler or other heating unit – all to be completed within sixty days of settlement on each property; and,
- c. manage all aspects of the Property, including rental, maintenance, taxes, and compliance with all applicable laws, regulations, and ordinances.

61. Defendants, Jorge Kupferman and Natalia Bendersky represented that ABC Capital guaranteed a return on investment in excess of ten percent (10%) per year.

62. Eventually, Defendants, Jorge Kupferman and Natalia Bendersky informed Plaintiffs that the investment opportunity was in collaboration with Defendants, Jason “Jay” Walsh, Ricardo Scattolini, and Romina Accardo.

THE RICO ENTERPRISE & SELECT WEBSITES

63. Defendant, ABC Capital Miami, LLC maintains a website at www.abccapitalmiami.com, which, as of March 18, 2021, describes it’s “Product” as follows:

IPP

IPP / Income Producing Properties

IPP are high performing properties in growing markets with great potential due to the high occupancy rate and demand for rentals, the increase in property prices and the low property taxes.

The ABC Capital team analyzes the potential of each property in detail. Once acquired and stabilized, we proceed to the complete remodeling and lease to then offer them to our clients.

In this way, each property is prepared, individually or in groups, as IPP.

The administration of the properties includes maintenance, sending income for rent and reports to our clients offering a comprehensive solution for foreign investors.

See Exhibit A, Pages 1-2.

64. Defendant, ABC Capital Miami, LLC’s website, as of March 18, 2021, represents on its website that it has “designed a process that allows us to develop a high performance [sic] product”, describing that “process” as follows:

1. SEARCH AND PURCHASE - We do an extensive search and analysis to define the best available properties and acquire them with great benefits.
2. REHABILITATION PROGRAM - A detailed and full remodeling process, completed by professionals. This process includes: structural adjustments/improvements, electrical and plumbing systems, drywall, kitchen and more.
3. LEASE PROGRAM - Once the property is remodeled, we proceed to lease it, ensuring returns above 9% per year.

4. PROPERTY ADMINISTRATION - We take care of the administration including the following: – Receive the rent[,] – Pay expenses[,] – Monitor repairs[,] – Send a monthly account statement.

5. PROPERTY SALE - At this point, the property enters our system, is listed in our sales inventory and offered to investors as a stable option for their portfolio.

See Exhibit A, Page 3.

65. Defendant, ABC Capital Miami, LLC is an affiliate of the original ABC entity, Defendant, ABC Capital Investments, LLC. Defendant, ABC Capital Investments, LLC was founded by Defendants, Jason “Jay” Walsh, Amir Vana, and Yaron Zer in or around March 2011. It is believed and therefore averred that by Defendant, Jason “Jay” Walsh, among others, founded an even earlier ABC entity in or around 2004.

66. Over the following decade, Defendant, ABC Capital Investments, LLC, at the direction of, *inter alia*, Defendants, Jason “Jay” Walsh, Amir Vana, and Yaron Zer, created a network of ABC affiliates that work in conjunction with each other in the Miami, Baltimore, and Philadelphia markets, including, but not limited to:

- a. Defendant, ABC Capital RE LTD, which, upon information and belief, focuses on the purchase, sale, and management of real estate in the greater Philadelphia area;
- b. Defendant, ABC Capital RE, which, upon information and belief, focuses on the purchase, sale, and management of real estate in the greater Philadelphia area;
- c. Defendant, ABC Capital - Baltimore, LLC, which, upon information and belief, focuses on the purchase and sale of real estate in the greater Baltimore area;
- d. Defendant, ABC Capital Miami, LLC, which, upon information and belief, focuses on the purchase and sale of real estate in the greater Miami area;

- e. Defendant, ABC Management – Baltimore, LLC, which, upon information and belief, focuses on the renovation and management of real estate in the greater Baltimore area;
 - f. Defendant, ABC Horizon, LLC, which, upon information and belief, focuses on the purchase and sale of real estate in the greater Baltimore area;
 - g. Defendant, IPP USA, LLC which, upon information and belief, focuses on the entire purchase, sale, and management of real estate;
 - h. Defendant, IPP-Baltimore, LLC, which, upon information and belief, focuses on the entire purchase, sale, and management of real estate in the greater Baltimore area;
 - i. Defendant, Philly Metro Builders, LLC, which, upon information and belief, focuses of the renovation of real estate in the greater Philadelphia area.
 - j. Defendant, MD First Construction Company, LLC, which, upon information and belief, focuses of the renovation of real estate in the greater Baltimore area.
67. It is believed and therefore averred that Defendants, ABC Capital Finance, LLC, ABC Capital Holdings, LLC, ABC Capital Income Fund, LLC, ABC Capital Realty, LLC, IPP Investments, LLC, AGL Capital Investments, LLC, and Horizons II, LLC are all additional members of RICO Enterprise that serve “back-office”, rather than client-facing, aspects of the RICO Enterprise.
68. It is believed and therefore averred that Defendants, Ricardo Scattolini and Jorge Kupferman, in conjunction with Defendants, Miami Life Realty, LLC, 477 Management, LLC, 477 International Realty, LLC, among other unknown entities and individuals, focus on the marketing and recruitment of potential victims in Central and South America.

69. Defendant, ABC Capital RE, LTD maintains a website at

www.abccapitalinvestments.com, which, as of March 18, 2021, represents to prospective clients that:

ABC Capital RE, LTD offers a totally passive way to hold Real Estate. No physical or administrative involvement is required from our clients. By working with ABC, you retain legal control through your own entity or in your personal name but we handle the rest of your affairs if you wish. Everything regarding your property is cared for by ABC Capital RE, LTD.”

See Exhibit B, Page 1

70. Defendant, ABC Capital RE, LTD’s website, as of March 18, 2021, further explains on its “About ABC Capital” page that:

ABC Capital RE, LTD is a one-stop shop for overseas and US real estate clients. We locate, renovate, and manage properties for hands off international/national clients. You do not have the risk of buying securities but instead your real estate properties remain in your own separate legal entity. ABC has presented our unique value proposition all over the world including cities and countries such as London, Singapore, Tel Aviv, Monaco, and New York. Our rental properties are cash-flow producing in the Philadelphia residential markets.

See Exhibit B, Page 4.

71. Defendant, ABC Capital RE, LTD’s website, as of March 18, 2021, represents how it works:

1. Choose your income property – ABC researches and locates the best rental properties to compliment our investor’s needs and portfolio. Our clients just need to select a property from our stock. Normal range for our properties is from \$25,000 to \$50,000.

2. We renovate it for you – The ABC Capital RE, LTD team will renovate your property in a maximum of 120 days. Our team has renovated and developed over 1,000 properties. You will receive a finished product with no effort on your part. The normal cost of our renovations range from \$35,000 to \$100,000. The cost of renovation is guaranteed by ABC Capital RE, LTD.

3. Start receiving your rental income – You will receive your first monthly payment never later than 121 days after your purchase and every 30 days thereafter via electronic funds transfers. First year rent income is guaranteed and

starting the second year you may be able to get rent insurance if you so choose.
Return on Investments are 14%+ yearly, in addition to property appreciation.

See Exhibit B, Page 2.

72. Defendant, ABC Capital RE, LTD's website, as of March 18, 2021, further represents to prospective clients the following "Highlights":

Home Warranty – We fully renovate the properties, including a new roof with a 15-year warranty, but clients also receive a 1-year home warranty (from June 2016, it will only be 6 months) that covers your property for all damages and repairs needed within the first year of your purchase. No maintenance expenses during the first year!

Rent Protect – ABC Capital ensures that your monthly payment is delivered to you without fail. Yes, a guarantee that payments are made to you for the first year after purchase. You may choose to pay for that insurance (if available) in the 2nd and succeeding years.

Electronic Monthly Payments – Every month, your Return On Investment is sent to you via electronic funds transfer. Just provide us with the proper wiring instructions and your payments are sent automatically.

See Exhibit B, Page 2.

73. Defendant, ABC Capital RE, LTD's website, as of March 18, 2021, also explained its "Full Renovations" to prospective clients, stating:

After you purchase a property from our catalog, our sister company, Philly Metro Builders will conduct a FULL renovation. This includes new boiler and new roofing (15 years warranty), so the property will have very little or no maintenance during the next years. The full renovation is conducted in less than 90 days after the purchase of your home.

See Exhibit B, Page 3.

74. Defendant, IPP USA, LLC maintains a website with similar representations. See Exhibit C.

75. Plaintiffs reasonably and justifiably depended upon the representations from Defendants, Jorge Kupferman and Natalia Bendersky and the representations on the various ABC websites, in deciding to invest funds.

THE INVESTMENTS

76. In or around Fall 2020, Defendants, Jorge Kupferman and Natalia Bendersky, believed with the assistance of other individuals, selected a property for Plaintiffs to purchase; specifically, a real property located at and known as 472 S. Bentalou Street, Baltimore, MD 21223 (the “Property”).

77. After multiple discussions with Defendants, Jorge Kupferman and Natalia Bendersky, among others on their behalf, Plaintiffs decided to purchase the Property.

472 S. BENTALOU STREET, BALTIMORE, MD 21223

78. On or about December 4, 2020, Plaintiff, Maria Laura Valdiviezo entered into a Real Estate Contract of Sale to purchase the Property from Defendant, IPP USA, LLC for \$30,000. *See* Exhibit D.

79. The Real Estate Contract of Sale specifically listed the purchaser as “Maria Laura Valdiviezo and or assigns”. *Id.*

80. The Real Estate Contract of Sale was executed by Defendant, Jason “Jay” Walsh on behalf of Defendant, IPP USA, LLC.

81. An addendum to the aforementioned contract, Defendant, IPP USA, LLC also contractually agreed to, *inter alia*, the following terms with regards to the Property:

- a. The condition of Property is warrantied for two (2) years, during which period purchaser was to have no maintenance costs;
- b. The roof of the Property was warrantied for twelve (12) years;
- c. Rental payments, in the amount of \$1,325 per month, were guaranteed for two (2) years;
- d. The purchaser agreed to pay ten percent (10%) of rental income for Property Management.

See Exhibit D, Page 6. The aforementioned addendum specifically listed the purchaser as “Maria Laura Valdiviezo and or assigns”. *Id.* The aforementioned addendum was executed by Defendant, Jason “Jay” Walsh on behalf of Defendant, IPP USA, LLC.

82. As an additional addendum to the aforementioned Real Estate Contract of Sale the purchaser also entered into a Property Management Contract with Defendant, ABC Management – Baltimore, LLC concerning the Property. *See* Exhibit D, Pages 8-15. The aforementioned addendum specifically listed the purchaser as “Maria Laura Valdiviezo and or assigns”. *Id.* The aforementioned addendum was executed by Defendant, Jason “Jay” Walsh on behalf of Defendant, ABC Management – Baltimore, LLC.

83. As an additional addendum to the aforementioned Real Estate Contract of Sale, Defendant, IPP USA, LLC contractually agreed to renovate the entire Property at a cost of \$73,500, including, *inter alia*, (i) demolition of the entire home; (ii) new electric; (iii) new plumbing; (iv) new roof; (v) new kitchen and bathroom; and, (v) new stove and water heater. *See* Exhibit E. The aforementioned addendum specifically listed the purchaser as “Maria Laura Valdiviezo and or assigns”. *Id.* The aforementioned addendum was executed by Defendant, Jason “Jay” Walsh on behalf of Defendant, IPP USA, LLC.

84. Prior to settlement, Plaintiff, Maria Laura Valdiviezo assigned the Real Estate Contract of Sale and all addendums thereto to Plaintiff, Juwalau LLC.

85. Settlement occurred on or about January 6, 2021. *See* Exhibit F.

86. However, contrary to the Real Estate Contract of Sale, per the HUD Statement, the seller was actually Defendant, ABC Capital Baltimore, LLC – not Defendant, IPP USA, LLC as per the Real Estate Contract of Sale. *Compare* Exhibit D, Page 1 with Exhibit F, Page 1.

87. Plaintiff, Juwalau LLC paid approximately \$98,642.50, net, for the purchase and renovation of the Property. *See* Exhibit J, Page 1. The total price paid by Plaintiff, Juwalau LLC was net of prepaid rent in the amount of \$10,732.50, i.e. nine months of guaranteed rent less the ten percent (10%) management fee. *See* Exhibit F, Page 1 (Lines 214 and 302).

88. Per the HUD Statement, Plaintiff, Juwalau LLC was charged \$73,500 towards the renovation of the Property although the HUD Statement falsely characterized the payment as “Reimbursement of Maintenance Fee” evidencing the lack of intent of Defendant, IPP USA, LLC to perform the contractual renovations. *See* Exhibit F, Page 2 (Line 1302).

89. In fact, Defendant, ABC Management – Baltimore, LLC received the \$73,500 payment despite the contractual renovation addendum being with Defendant, IPP USA, LLC further evidencing the lack of intent of Defendant, IPP USA, LLC to perform the contractual renovations. *Compare* Exhibit E with Exhibit F.

90. Per the HUD Statement:

- a. Defendant, ABC Management – Baltimore, LLC received a “Closing Fee” of \$984.72 (Line 1307);
- b. Defendant, Miami Life Realty, LLC received a “referral fee” of \$6,210 or 20.7% of the sales price (Line 1303);
- c. Defendant, Miami Life Realty, LLC also received a “Processing Fee” of \$495 (Line 806); and,
- d. Defendant, PGUTMAN, LLC received a “commission” of \$5,175 or 17.25% of the sales price (Line 702);
- e. Defendant, PGUTMAN, LLC also received a “Processing Fee” of \$499 (Line 804);

f. Defendant, USA Rebuilders, LLC received a “Renovation Fee” of \$4,140.

See Exhibit F, Pages 1-2.

91. Despite the contractual guarantee of rental payments for a period of two (2) years, Plaintiff, Juwalau LLC only received the prepaid rent. Defendant, IPP USA, LLC failed to pay Plaintiff, Juwalau LLC rental payments, net of the management fee, totaling \$17,887.50, i.e. the remaining fifteen months (15) of guaranteed rent.

92. Further, despite paying for the demolition and full renovation of the Property, Defendant, IPP USA, LLC failed to do so. It is believed and therefore averred that Defendant, IPP USA, LLC failed to make *any* renovations to the Property.

93. The Property is in a state of disrepair. Further, the Property is in a very dangerous neighborhood with high crime and illegal drug dealing; this was not disclosed to Plaintiffs in advance to the purchase.

94. At the time of settlement, on or about January 6, 2021, no Defendant owned the Property which Defendant, IPP USA, LLC purported to sell to Plaintiff, Juwalau LLC.

95. Rather, at the time of settlement, the Property was owned by Non-Party, Bruce E. Woolford.

96. On or about June 22, 2022, a deed was recorded transferring the Property Non-Party, Bruce E. Woolford to Defendant, ABC Capital – Baltimore, LLC for \$10,000.

97. On or about June 22, 2022, a deed was then recorded transferring the Property from Defendant, ABC Capital – Baltimore, LLC to Plaintiff, Juwalau LLC for \$30,000.

98. Defendant, IPP USA, LLC, the purported seller per the Real Estate Contract of Sale has never owned the Property.

99. Plaintiffs have since learned that squatters have been living in the Property for several years, a fact believed to have been known to Defendants, but not disclosed to Plaintiffs prior to their purchase of the property.

V. CAUSES OF ACTION

COUNT I

Violations of the Racketeer Influenced and Corrupt Organizations Act (“RICO”)

Plaintiffs v. Defendants, ABC Capital Investments, LLC, ABC Capital RE LTD, ABC Capital RE, ABC Capital Miami, LLC, ABC Capital Baltimore, LLC, ABC Management - Baltimore, LLC, ABC Capital Finance, LLC, ABC Capital Holdings, LLC, ABC Capital Income Fund, LLC, ABC Capital Realty, LLC, ABC Horizons, LLC, Horizons II, LLC, Philly Metro Builders, LLC, MD First Construction Company, LLC, IPP USA, LLC, IPP-Baltimore, LLC, IPP Investments, LLC, AGL Capital Investments, LLC, Stateside-Philly, LLC, 477 Management, LLC, 477 International Realty, LLC, Miami Life Realty, LLC, as well as Individual-Defendants, Jorge Kupferman, Natalia Bendersky, Ricardo Scattolini, Florencia Melendez, Jason “Jay” Walsh, Amir Vana, Yaron Zer, Peter Brooks, Romina Accardo, and John Does 1-10

100. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.

101. Plaintiffs are “persons” as that term is defined for purpose of the RICO Act. *See* 18 U.S.C. §1961(3).

102. Defendants, ABC Capital Investments, LLC, ABC Capital RE LTD, ABC Capital RE, ABC Capital Miami, LLC, ABC Capital Baltimore, LLC, ABC Management - Baltimore, LLC, ABC Capital Finance, LLC, ABC Capital Holdings, LLC, ABC Capital Income Fund, LLC, ABC Capital Realty, LLC, ABC Horizons, LLC, Horizons II, LLC, Philly Metro Builders, LLC, MD First Construction Company, LLC, IPP USA, LLC, IPP-Baltimore, LLC, IPP Investments, LLC, AGL Capital Investments, LLC, Stateside-Philly, LLC, 477 Management, LLC, 477 International Realty, LLC, Miami Life Realty, LLC, as well as Individual-Defendants, Jorge Kupferman, Natalia Bendersky, Ricardo Scattolini, Florencia Melendez, Jason “Jay” Walsh, Amir Vana, Yaron Zer, Peter Brooks, Romina Accardo, and John Does 1-10 constitute an “enterprise” as that term is defined for purpose of the RICO Act. *See* 18 U.S.C. §1961(4).

103. Defendants, ABC Capital Investments, LLC, ABC Capital RE LTD, ABC Capital RE, ABC Capital Miami, LLC, ABC Capital Baltimore, LLC, ABC Management - Baltimore, LLC, ABC Capital Finance, LLC, ABC Capital Holdings, LLC, ABC Capital Income Fund, LLC, ABC Capital Realty, LLC, ABC Horizons, LLC, Horizons II, LLC, Philly Metro Builders, LLC, MD First Construction Company, LLC, IPP USA, LLC, IPP-Baltimore, LLC, IPP Investments, LLC, AGL Capital Investments, LLC, Stateside-Philly, LLC, 477 Management, LLC, 477 International Realty, LLC, Miami Life Realty, LLC, as well as Individual-Defendants, Jorge Kupferman, Natalia Bendersky, Ricardo Scattolini, Florencia Melendez, Jason “Jay” Walsh, Amir Vana, Yaron Zer, Peter Brooks, Romina Accardo, and John Does 1-10 acted together to form an association-in-fact for the common and continuing purpose to defraud persons”, including but not limited to Plaintiffs, through a ponzi-like scheme surrounding “income producing properties” as described in detail herein.

104. Defendants, ABC Capital Investments, LLC, ABC Capital RE LTD, ABC Capital RE, ABC Capital Miami, LLC, ABC Capital Baltimore, LLC, ABC Management - Baltimore, LLC, ABC Capital Finance, LLC, ABC Capital Holdings, LLC, ABC Capital Income Fund, LLC, ABC Capital Realty, LLC, ABC Horizons, LLC, Horizons II, LLC, Philly Metro Builders, LLC, MD First Construction Company, LLC, IPP USA, LLC, IPP-Baltimore, LLC, IPP Investments, LLC, AGL Capital Investments, LLC, Stateside-Philly, LLC, 477 Management, LLC, 477 International Realty, LLC, Miami Life Realty, LLC, as well as Individual-Defendants, Jorge Kupferman, Natalia Bendersky, Ricardo Scattolini, Florencia Melendez, Jason “Jay” Walsh, Amir Vana, Yaron Zer, Peter Brooks, Romina Accardo, and John Does 1-10 formed an enterprise and association-in-fact with an ascertainable authority structure that was separate and distinct from any formal corporate structure, i.e. the RICO Enterprise.

105. The RICO Enterprise, knowingly, fraudulently, deceptively, and unlawfully engaged in the affairs of the RICO Enterprise through a “pattern of racketeering activities”, that is believed to be ongoing, as that term is defined for purpose of the RICO Act. *See* 18 U.S.C. §1961(1).

106. The RICO Enterprise engaged in a pattern of indictable conduct, including conduct indictable under 18 U.S.C. 1341 (relating to mail fraud), 18 U.S.C. 1343 (relating to wire fraud), and 18 U.S.C. 1952 (relating to racketeering) in that the RICO Enterprise made use of the facilities of interstate commerce in furtherance of its ponzi-like scheme to defraud individuals, including, but not limited to, Plaintiffs herein as well as the thirty-three plaintiffs in *American Hypnotherapy Society, LLC, et al. v. ABC Capital Investments, LLC, et al* (EDPA No. 19-6116); two plaintiffs in *Dr. Jose Michan-Levy, et al v. ABC Capital Investments, LLC, et al* (EDPA 21-01917); two plaintiffs in *Shlomy Erba, et al v. ABC Capital RE, LTD., et al* (EDPA 22-03188).

107. The RICO Enterprise engages in and affects interstate commerce, including, but not limited to, in the State of Florida, the State of Maryland, and the Commonwealth of Pennsylvania, as well as overseas. Upon information and belief, the RICO Enterprise also engages in and affects interstate commerce in the State of Michigan and the State of Missouri.

108. As a result of the RICO Enterprise’s pattern of racketeering activities, the RICO Enterprise defrauded Plaintiffs to their financial detriment.

109. Pursuant to 18 U.S.C. § 1964, Plaintiffs are entitled to treble damages, reasonable attorneys’ fees, and costs of suit for the violations committed.

COUNT II
Fraud

Plaintiffs v. Defendants, Jorge Kupferman and Natalia Bendersky

110. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.

111. Defendants, ABC Capital Miami, LLC, by and through, Defendants, Jorge Kupferman and Natalia Bendersky represented to Plaintiffs that they would sell a specific property to Plaintiffs.

112. Defendants, ABC Capital Miami, LLC, by and through, Defendants, Jorge Kupferman and Natalia Bendersky represented to Plaintiffs that they had the authority to sell the specific property to Plaintiffs.

113. Defendants, ABC Capital Miami, LLC, by and through, Defendants, Jorge Kupferman and Natalia Bendersky represented to Plaintiffs that in exchange for payment, they would:

- a. select and coordinate the purchase of the property;
- b. coordinate a full renovation of the property within sixty days of settlement; and,
- c. manage all aspects of the Property, including rental, maintenance, taxes, and compliance with all applicable laws, regulations, and ordinances.

114. Defendants, ABC Capital Miami, LLC, by and through, Defendants, Jorge Kupferman and Natalia Bendersky explained that ABC Capital Miami, LLC guaranteed a return on investment in excess of ten percent (10%) per year.

115. Defendants, ABC Capital Miami, LLC, by and through, Defendants, Jorge Kupferman and Natalia Bendersky knew that the foregoing representations were false and misleading yet made the representations with the intent for Plaintiffs to rely thereupon.

116. Plaintiffs justifiably depended upon the representations of Defendants, ABC Capital Miami, LLC, by and through, Defendants, Jorge Kupferman and Natalia Bendersky to Plaintiffs' financial detriment.

COUNT III

Negligent Misrepresentations

Plaintiffs v. Defendants, Jorge Kupferman and Natalia Bendersky

117. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.

118. Defendants, ABC Capital Miami, LLC, by and through, Defendants, Jorge Kupferman and Natalia Bendersky represented to Plaintiffs that they would sell a specific property to Plaintiffs.

119. Defendants, ABC Capital Miami, LLC, by and through, Defendants, Jorge Kupferman and Natalia Bendersky represented to Plaintiffs that they had the authority to sell the specific property to Plaintiffs.

120. Defendants, ABC Capital Miami, LLC, by and through, Defendants, Jorge Kupferman and Natalia Bendersky represented to Plaintiffs that in exchange for payment, they would:

- a. select and coordinate the purchase of the property;
- b. coordinate a full renovation of the property within sixty days of settlement; and,
- c. manage all aspects of the Property, including rental, maintenance, taxes, and compliance with all applicable laws, regulations, and ordinances.

121. Defendants, ABC Capital Miami, LLC, by and through, Defendants, Jorge Kupferman and Natalia Bendersky explained that ABC Capital Miami, LLC guaranteed a return on investment in excess of ten percent (10%) per year.

122. Defendants, ABC Capital Miami, LLC, by and through, Defendants, Jorge Kupferman and Natalia Bendersky should have known that the foregoing representations were false and misleading yet made the representations with the intent for Plaintiffs to rely thereupon.

123. Plaintiffs justifiably depended upon the representations of Defendants, ABC Capital Miami, LLC, by and through, Defendants, Jorge Kupferman and Natalia Bendersky to Plaintiffs' financial detriment.

COUNT IV

Breach of Contract

Plaintiffs v. Defendant, IPP USA, LLC

124. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.
125. Plaintiffs entered into a contract with Defendant, IPP USA, LLC for the full renovation of the Property. *See* Exhibit E.
126. Plaintiffs paid Defendant, IPP USA, LLC the full amount due for the renovation of the Property.
127. Defendant, IPP USA, LLC breached the subject contract by failing to make *any* renovations to the Property to Plaintiffs' financial detriment.

COUNT V

Breach of Contract

Plaintiffs v. Defendant, ABC Management – Baltimore, LLC

128. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.
129. Plaintiff entered into a Property Management Contract with Defendant, ABC Management - Baltimore, LLC concerning Property. *See* Exhibit E.
130. It is believed and therefore averred that Defendant, ABC Management - Baltimore, LLC received compensation for the management of the Property.
131. However, despite contractually agreeing to manage the aforementioned property, Defendant, ABC Management - Baltimore, LLC breached the foregoing contract by failing to:
- a. Take reasonable business steps to ensure the property were leased during its management of the property;
 - b. Take reasonable business steps to ensure the utilities used in the property were paid;
 - c. Take reasonable business steps to preserve the condition of the property;

- d. Take reasonable steps to repair the property;
- e. Take reasonable steps to ensure the property met minimum, applicable codes and ordinances; and,
- f. Other breaches of the contracts as may be discovered during the course of this lawsuit.

132. As a result of Defendant, ABC Management - Baltimore, LLC's breaches of the foregoing contract, Plaintiffs have been financially harmed.

COUNT VI

Breach of Contract

Plaintiffs v. Defendant, IPP USA, LLC

133. Plaintiffs incorporate the foregoing paragraphs as if set forth at length herein.

134. Plaintiffs entered into a contract with Defendant, IPP USA, LLC that, *inter alia*, guaranteed rental payments for twenty-four months for the Property. *See* Exhibit D.

135. Defendant, IPP USA, LLC breached the contract by only making nine such monthly payments to Plaintiffs' financial harm.

VI. PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, by and through their undersigned counsel, respectfully demand judgment in their favor and against Defendants, ABC Capital Investments, LLC, ABC Capital RE LTD, ABC Capital RE, ABC Capital Miami, LLC, ABC Capital Baltimore, LLC, ABC Management - Baltimore, LLC, ABC Capital Finance, LLC, ABC Capital Holdings, LLC, ABC Capital Income Fund, LLC, ABC Capital Realty, LLC, ABC Horizons, LLC, Horizons II, LLC, Philly Metro Builders, LLC, MD First Construction Company, LLC, IPP USA, LLC, IPP-Baltimore, LLC, IPP Investments, LLC, AGL Capital Investments, LLC, Stateside-Philly, LLC, 477 Management, LLC, 477 International Realty, LLC, Miami Life Realty, LLC, as well as

Individual-Defendants, Jorge Kupferman, Natalia Bendersky, Ricardo Scattolini, Florencia Melendez, Jason “Jay” Walsh, Amir Vana, Yaron Zer, Peter Brooks, Romina Accardo, and John Does 1-10, jointly and severally, in an amount in excess of \$500,000, including all direct, compensatory, and consequential damages, plus statutory and punitive damages, attorney fees and costs, and such other and further relief as this Honorable Court deems necessary and just.

Respectfully Submitted,

WEISBERG LAW

/s/ L. Anthony DiJiacomo, III
Matthew B. Weisberg
L. Anthony DiJiacomo, III

SCHAFKOPF LAW, LLC

/s/ Gary Schafkopf
Gary Schafkopf
Attorneys for Plaintiffs